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ASSIGNMENT OF LEASE

NEBRASKA LIQUOR
CONTROL COMMISSION

This Assignment of Lease made on the 18th day of May, 2001 by and between Meier's Cork N Bottle by and through Ken Meier and Judy Meier hereafter "Assignor", and Robert Furman hereafter "Assignee".

WITNESSETH:

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor (Meier) does, as of June 1, 2001, hereby convey, sell, assign, and transfer to Assignee (Furman) that certain Lease made and entered into on the 16th day of April, 1992, by and between Meier's Cork N Bottle as Tenant and Hoppe Hall, Inc. as Landlord, covering premises more particularly described in the Lease and commonly known as 5555 South 48th Street, a portion of commercial center development known as Briarhurst Center in the City of Lincoln, Lancaster County, Nebraska, subject to all the terms, covenants, conditions, and agreements contained therein, to have and to hold the same to the Assignee for the remainder of the terms of the above described lease, attached hereto as attachment "A".

Assignor (Meier) shall remain liable for performance of all lease terms absolutely until October 31, 2002. If Assignee (Furman) hereafter has performed each and every lease obligation in a timely manner and is not in default, nor has been in default of any lease term from June 1, 2001, to October 31, 2002, then Landlord agrees to release Assignor (Meier) from his obligations under the Lease and consider Assignor's (Meier's) obligations paid in full. At that time Landlord will look to Assignee (Furman) to fulfill the rentals, terms, covenants, conditions, and agreements required to be performed by Tenant under said Lease. It is further agreed, and made an express condition hereof, that this assignment shall not be effective until Landlord has given its written consent to this assignment and that such written consent, if and when given, shall not in any way modify the prohibition of any future sale, transfer, or assignment of said Lease.

The Assignor (Meier) is currently obligated to pay Landlord monthly rent of \$3,007.05 until October 31, 2002 for a total of \$57,133.95. In addition to rent the Assignor (Meier) is currently obligated to pay Landlord approximately \$18,568.13 for CAM's, insurance, utilities and taxes. On June 1, 2001 the Assignor (Meier) will owe Landlord \$7,376.08 in past due rents, CAM's, utilities, insurance and taxes. If Assignee (Furman) fulfills all terms under the lease through October 31, 2002, Hoppe Hall, Inc. will consider the past due rent paid in full and consider Assignor's (Meier's) obligation complete. Should Assignee (Furman) become past due with any rent, CAM's, insurance or tax payments then Assignor (Meier) will be obligated for the entire amount due less any amounts paid by Assignee (Furman) under the lease. Any past due balances will carry interest at 12% of the unpaid balance.

At closing on June 1, 2001, Assignee (Furman) agrees to tender to Hoppe Hall, Inc. the amount of \$7,845.34, which is the equivalent to two months rent. If Assignee (Furman) fulfills all rentals, terms, covenants, conditions and agreements required to be performed by Tenant under said Lease, then on October 31, 2002, Hoppe Hall, Inc. agrees to treat the lump sum payment made on June 1, 2001, by Assignee (Furman) to Hoppe Hall, Inc., as a first month and

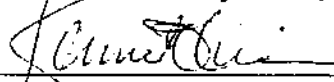
last month rental payment at the time. Landlord shall also give Assignee (Furman), with 90 days written notice, the right to renew the lease for a term of five years based on the terms and conditions of the assigned lease. The last month's rent shall still be a part of the lease and returned to Assignee at the end of the final term. It is further agreed that as of June 1, 2001, Assignee (Furman) accepts obligations of \$51,119.85 in rent until October 31, 2002, and approximately \$15,565.54 in CAM's, insurance and taxes. Also LES utility account #930899306 will be placed in Assignees (Furman's) name and be his responsibility on a monthly basis.

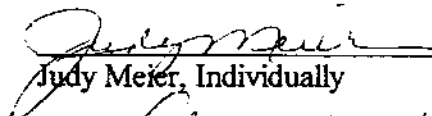
By accepting this assignment, Assignee (Furman) assumes and agrees to perform all of the terms, covenants, conditions, and agreements required to be performed and or complied with by the Tenant under said Lease.

IN WITNESS WHEREOF, this assignment has been executed on the day of the year first written above.


ASSIGNOR:

Meier's Cork N Bottle by and through
Ken Meier and Judy Meier, Individually


Ken Meier, Individually


Judy Meier, Individually

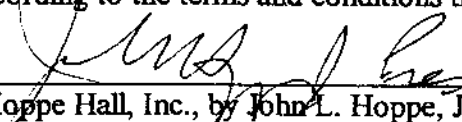
ASSIGNEE:


Robert Furman, Individually

ACCEPTANCE AND ACKNOWLEDGMENT OF ASSIGNMENT OF LEASE

On this 18 day of May, 2001 Hoppe Hall, Inc., "Landlord", hereby acknowledges and accepts the above signed Assignment of its Leasehold interest above described by Ken and Judy Meier and Meier's Cork N Bottle, "Tenant" and "Assignor" to Robert Furman, "Assignee", according to the terms and conditions therein set out.

LANDLORD:

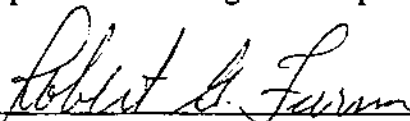

Hoppe Hall, Inc., by John L. Hoppe, Jr., President

INDEMNIFICATION

"Assignee (Furman) hereby assumes the Lease effective June 1, 2001, and agrees to

indemnify Assignor (Meier) from any and all liability arising as a result of Assignee's (Furman's) default, if any, of any payment or performance obligations required by the Lease from and after June 1, 2001."

ASSIGNEE:


Robert Furman, Individually

LEASE
BRIARHURST SHOPPING CENTER

This Lease made this 11th day of April, 1992, between Hoppe-Hall, Inc., as Landlord, and Meier's Cork N Bottle, a Nebraska corporation, as Tenants:

WITNESSETH:
I. PREMISES

Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord a portion of the commercial center, "Center", located on the south 430.3 feet of Outlot C, Briarhurst Addition to the City of Lincoln, Nebraska, described on Exhibit "A" which is attached hereto and made a part hereof under the terms and conditions set forth herein and by attachment hereto. The primary space is the south 5,930 sq ft of the old Baker Hardware store.

II. TERM

The Tenant shall have and hold said premises for a term of five years and 4 months beginning July 1, 1992 for the Bottle Shop, opening day for the Bar/Restaurant, at least by September 1, 1992 and ending October 31, 1997, unless sooner terminated as hereinafter provided.

III. OPTION TO RENEW

So long as the Tenant is not in default of this lease, Landlord gives the Tenant the option to renew this lease for five years, and so long as the Tenant is not in default of such renewal term, the right to a second renewal term of five years, and so long as the Tenant is not in default of such renewal term, the right to a third renewal term of five years. The terms and conditions of this lease shall apply to the renewal terms with the exception of base rent which shall be based upon 75% of the increase of the Consumer Price Index for all items as published by the U.S. Bureau of Labor Statistics. To be effective, notice of election to renew must be in writing and received by Landlord 90 days prior to the expiration of the term. If Landlord and Tenant have not agreed as to the amount of base rent for a renewal term 30 days before the expiration of the current term, at Landlord's sole option the lease shall terminate on the expiration of the current term.

IV. RENT

Base Rent: The Tenant shall pay Landlord \$173,946.68 (based on 5,930 sq ft at \$5.50 per sq ft.) as base rent for the term payable in monthly installments of \$2,717.92. Each monthly installment payment shall be due on the first of the month.

Additional Rent: Tenant shall pay Landlord as additional

rent all sums so designated herein which shall include, but not be limited to common area maintenance and utility charges, taxes and insurance. Unless otherwise provided herein, additional rent shall be due on the date of the next monthly base rent payment following notice of additional rent.

VI. CONDITION OF PREMISES

Tenant takes the premises "as is." Tenant's taking of possession of the premises shall be conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition. Tenant agrees that no representations representing the condition of the premises and that no promises to decorate, alter, repair or improve the premises, either before or after the execution hereof, have been made by Landlord or its agents to Tenant unless the same are contained herein or made a part hereof.

VII. TENANT'S USE

The premises shall be used and occupied by Tenant solely for operating a retail store and such other uses as may be incidental thereto and for no other purpose without Landlord's prior written consent. Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy, and shall not violate in any manner any of the exclusive use rights granted by Landlord to any other tenants in the Center, which exclusive use provision is contained in said leases or available for Tenant inspection. Tenant shall at present have the only liquor license for the center. If at such time a liquor license is requested by another tenant, tenant's approval of such license shall not be unreasonably withheld.

Tenant's use is contingent upon the issuance to the Tenant of a liquor license for the premises and upon tenant being able to obtain financing. Tenant shall promptly and diligently apply for such license. Tenant shall, within five (5) days of the execution of this Agreement, make such application. This Lease shall be null and void if said license is not received within _____ (_____) days of the execution hereof. Tenants lease at Clock Tower expires June 30, 1992.

VIII. TRADE FIXTURES

Tenant agrees, at Tenant's expense, to install any such trade fixtures as are necessary for Tenant's operation and such fixtures shall remain the property of the Tenant.

IX. LANDLORD'S IMPROVEMENTS

Landlord will construct the dividing wall on the north side of the space, fix the heating and air conditioning, making sure they are in good working condition, make adjustments to the restrooms, adding an additional stall in each, and

making them available to the entire space. A new store frontage will be negotiated between landlord and tenant.

Landlord shall have a reasonable time after notice of receipt of the liquor license for the premises in which to build the improvements called for hereby. Landlord shall have no duty to modify or alter the premises for use as here required until first having received notice of Tenant's receipt of the liquor license for the premises.

X. TENANT IMPROVEMENTS

Tenant shall finish the interior, except for the new dividing wall, of the new space to its specifications at its sole expense subject only to the right of Landlord to review the plans for improvements and reject the same if they unreasonably burden the Center.

XI. TAXES

Tenant agrees to pay to Landlord as additional rent its proportionate share of all real property and ad valorem taxes (including but not limited to assessments) which are levied or assessed by any lawful authority and paid by Landlord for each calendar year during the lease term, against the land and buildings comprising the Center. Tenant shall pay its proportionate share of such taxes as additional rent as outlined on **Exhibit 'B'** under Taxes.

Tenant shall pay all personal property taxes for property owned by Tenant and kept or maintained on the leased premises, including use taxes. Any taxes levied by taxing authorities specifically on the value of Tenant's leasehold (as opposed to general real estate taxes), shall be considered personal for purposes of this lease and the responsibility of the Tenant. Any taxes levied on rentals or lease payments, except federal, state or local income taxes, shall be paid directly to the taxing authority by the Tenant, or if that is not possible, Landlord shall be reimbursed by Tenant in an amount sufficient to relieve Landlord of any cost therefrom, all as additional rent. A tax bill submitted by Landlord to Tenant shall be sufficient evidence of the amount of taxes assessed or levied against the parcel or real property to which such bill relates. Taxes as used within this paragraph shall include excises, levies, license fees, assessments or other charges of governmental authority.

Additional rent for taxes shall be adjusted as to the portion of such tax year that coincides with the term.

XII. UTILITIES

Tenant shall pay for all utility services furnished the Tenant for use in or on the premises, including gas, electricity, and domestic water.

When any of such utilities are separately metered for the premises, Tenant shall apply to the applicable utility company for service and directly pay therefor.

Tenant shall reimburse Landlord for all utilities provided to Tenant not separately metered which may include the

cost for heating and cooling the premises and maintaining such heating and cooling equipment in working condition.

The portion of such utility expenses to be paid by Tenant will be calculated by the Landlord in good faith to spread all of such utility expenses among the Tenants benefited by such expenses as determined by Landlord and may be based on a ratio of the area of the premises to the total leasable area of the Center benefited by such utilities. Tenant shall pay its proportionate share of such utilities as additional rent as outlined on Exhibit 'B' under Utilities. The cost of utilities provided by Landlord shall be additional rent. Landlord may annually, or from time to time, estimate the utilities for the premises for payment in monthly or quarterly installments as the Landlord determines. Tenant shall pay such estimated utility charges as additional rent monthly or quarterly as so charged. No less than annually Landlord shall reconcile estimated utility charges to the actual cost therefor. Upon reconciliation, Landlord shall supply Tenant with a statement for utilities and a determination of Tenant's proportionate share. In the event the amount paid by Tenant as estimates shall be less than its proportionate share the same shall be paid on the next due date of any installment of base rent, or, in the alternative, any payment made by the Tenant in excess of its share shall be credited to the next sums due from Tenant. Said statement may contain a determination by Landlord of the monthly sum to be paid by Tenant during the succeeding months of the next lease year, which shall thereafter be paid as additional rent.

Landlord shall not be liable for any interruption or failure in the supply of utilities to the premises.

XIII. REPAIR AND MAINTENANCE OF PREMISES

Except as provided in Article XVI (Damage by Fire or Other Casualty) hereof, Tenant shall at all times keep the leased premises (including maintenance of exterior entrances, all glass and show windows and moldings) and all partitions, doors, fixtures, equipment and appurtenances thereof, including lighting, heating and plumbing fixtures, in good order, condition and repair, damage by unavoidable casualty excepted, except for structural portions of the premises, which shall be maintained by Landlord, but if Landlord is required to make repairs to structural portion by reason of Tenant's negligent acts or omissions to act then such repairs shall be additional rent. All maintenance of heating, air conditioning and ventilation equipment shall be performed by Landlord's personnel, agents or contractors at Tenant's expense.

Tenant shall be responsible for the cleaning and custodial services of the premises.

XIV. LANDLORD'S DUTY TO REPAIR

Landlord shall keep and maintain the foundation, exterior walls and roof of the building in which the leased premises are located and the structural portion of the building

in which the leased premises are located and the structural portion of the leased premises which were installed by Landlord exclusive of doors, door frames, door checks, windows, and exclusive of window frames located in exterior building walls and other items of Tenant repair and maintenance, in good repair except that Landlord shall not be called upon to make any such repairs occasioned by the act or neglect of Tenant, its agents, employees, invitees, licensees, or contractors. Landlord shall not be called upon to make any other improvements or repairs of any kind upon the leased premises and appurtenances. Any of the foregoing repairs required to be made by reason of the negligence of Tenant, its agents, etc., as above described, shall be the responsibility of the Tenant notwithstanding the provisions above contained in this paragraph.

XV. INSURANCE

Tenant and Landlord shall each protect, indemnify and save the other harmless from and against all and any liability and expense of any kind arising from injuries or damages to persons or property on the premises arising out of or resulting in any way from any of their separate acts or omissions or the acts or omissions of their respective agents, servants and employees or arising out of the use of or occurring on or about the premise. Tenant and Landlord each agree to purchase and maintain with a reputable insurance company, at their sole cost and expense, separate public liability insurance against property damage or personal injury arising out of their respective use of the premises with limits as reasonably required by Landlord. Such liability insurance limits shall be until further notice not less than \$100,000.00 property damage and \$300,000.00/\$600,000.00 personal injury. Landlord and Tenant shall each be named as an additional insured on all such policies of the other and shall be entitled to a certificate of insurance showing said coverage to be in effect.

Tenant agrees to promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against arising out of the use of the premises or the subject of which occurred on or about the premises. In the event Landlord is made a party to any action for damages which Tenant has herein indemnified Landlord against, Tenant shall pay all costs and shall provide effective counsel in such litigation or shall pay, at Landlord's option, the attorney fees and costs incurred by Landlord in connection with said litigation.

Tenant shall keep and maintain in force during the term hereof, plate glass insurance upon windows and doors in the demised premises, delivering certificates of such insurance to Landlord.

Tenant agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy. It is agreed between the parties that in the event the insurance rates applicable to fire and extended coverage insurance covering the described premises shall be increased by reason of any use of the premises made by the

Tenant, then Tenant shall pay to Landlord such increase in insurance as shall be occasioned by said use.

Landlord shall maintain fire and extended coverage insurance with loss of rental value endorsement upon the premises to such extent and in such amounts as reasonably determined in the sole discretion of Landlord. Tenant shall pay its proportionate share of such insurance as additional rent as outlined on Exhibit 'B' under Insurance and all of the cost of the rental value endorsement for this premise. Additional rent for insurance shall be adjusted as to the portion of such insurance year that coincides with the term.

Tenant agrees that all property owned by it in, on or about the premises shall be at the sole risk and hazard of the Tenant. Landlord shall not be liable or responsible for any loss or damage to Tenant, or anyone claiming under or through Tenant, or otherwise, whether caused by or resulting from a peril required to be insured hereunder, or from water, steam, gas, leakage, plumbing, electricity or electrical apparatus, pipe or apparatus of any kind, the elements or other similar or dissimilar causes, and whether or not originating in the demised premises or elsewhere, irrespective of whether or not Landlord may be deemed to have been negligent with respect thereto, and provided such damage or loss is not the result of an intentional and wilful wrongful act of Landlord. Tenant, when used in this paragraph, shall include Tenant, its employees, agents, invitees, licensees or others, it being understood and agreed that all property kept, stored or maintained in or upon the premises shall be at the risk of the Tenant.

Tenant agrees that, if any property owned by it and located in the leased premises shall be damaged or destroyed by an insured peril, Landlord shall not have any liability to Tenant, nor to any insurer of Tenant, for or in respect of such damage or destruction, and Tenant shall require all policies of risk insurance carried by it on its property in the leased premises to contain or be endorsed with a provision in and by which the insurer designated therein shall waive its right of subrogation against Landlord.

Any insurance required hereunder shall include the Landlord as an additional named insured to the extent possible and shall provide that Landlord shall be given a minimum of 10 days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall furnish landlord a certificate of insurance from time to time certifying that the insurance here required is in force and effect.

XVI. DAMAGE BY FIRE OR OTHER CASUALTY

In the event that said premises, or any part thereof, shall at any time be destroyed or damaged by fire or other unavoidable casualty so that the same shall be unfit for occupation or use, the rent hereby reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained in loss or occupation of the premises, shall be suspended, and cease to be payable until said premises shall be rebuilt or repaired. If such damage to the demised

premises or to the building in which the demised premises are situated, is to the extent of 50% or more, then this lease may be terminated at the election of the Landlord, notice of which election, if exercised, shall be given in writing within 60 days from the date of casualty, provided also, that in case the building containing said premises is totally destroyed or work to put the premises in tenantable condition is not commenced within two months from the time of said damage and continued thereafter with reasonable diligence, then this lease may be terminated at the election of the Tenant.

XVII. LANDLORD'S ACCESS TO PREMISES

Landlord may, and reserves the right to, remodel or improve the Center, to include, but not be limited to, creating additional floors or remodeling the exterior and common areas.

Tenant agrees that Landlord, its agents, employees, or any person authorized by Landlord may enter the premises for purposes of inspection, repair, improvements, or alterations or to exhibit the same to prospective purchasers; provided, however, Landlord shall give Tenant reasonable notice of such entry unless such entry is in response to an emergency.

Landlord may place "For Rent" or other signs upon the premises, all without interference from Tenant; provided, however Landlord shall not display "For Rent" signs for this premises except in the period ninety (90) days prior to the end of the term. In such ninety (90) days prior to the end of the term, Landlord may enter the premises to show the same to prospective tenants upon 24 hour notice to the Tenant.

XVIII. PARKING AREA AND COMMON FACILITIES

The use and occupancy by the Tenant of the demised premises shall include the use in common with others of parking areas, service roads, sidewalks, lobby elevator, and other common areas as may be designated by the Landlord from time to time. All common areas shall be under the exclusive control and management of Landlord.

Landlord shall maintain the common areas but no interruption of the use of the common areas by reason of repairs, improvements, alteration or other causes shall be deemed to be an eviction or disturbance of the Tenant's use and occupancy of the leased premises nor render the Landlord liable for damages nor relieve the Tenant from any of the agreements herein set forth. For each year during the term of this lease agreement, the Tenant shall pay to the Landlord as additional rent, a proportion of the expense of maintaining the common areas, included but not limited to, the operating, managing, equipping, lighting, replacing, and maintaining the common areas, specifically including landscaping and gardening, parking lot line painting, lighting, traffic control, if any, sanitary control, removal of snow, trash, rubbish and garbage and other refuse, liability insurance premiums for the common areas, cost of all rentals of machinery or equipment in such maintenance, the cost of personnel to implement such services, withholding and Social security taxes paid in

respect of such personnel, depreciation of machinery and equipment reflecting the amount of use in such maintenance and 9% of all of the foregoing costs to cover the administrative costs relative to the operation of said common areas. Tenant shall pay its proportionate share of such common area maintenance as additional rent as outlined on Exhibit 'B' under Building Maintenance, Lot Maintenance and Refuse. The Landlord may contract with one or more third persons for the performance of all or any portion of such maintenance, which contract shall be included in the cost of such maintenance.

Landlord may annually, or from time to time, estimate the common area maintenance for the premises for payment in monthly or quarterly installments as the Landlord determines. Tenant shall pay such estimated common area maintenance charges as additional rent monthly or quarterly as so charged. No less than annually, Landlord shall reconcile estimated common area maintenance charges to the actual cost therefor. Upon reconciliation, Landlord shall supply Tenant with a statement covering all costs and expenditures for common area maintenance and a determination of Tenant's proportionate share. In the event the amount paid by Tenant as estimates shall be less than its proportionate share the same shall be paid on the next due date of any installment payment of base rent, or in the alternative, any payment made by the Tenant in excess of its share, shall be credited to the next sums due from Tenant. Said statement may contain a determination by Landlord of the monthly sum to be paid by Tenant during the succeeding months of the next lease year, which shall thereafter be paid as additional rent.

The portion of such common area maintenance expenses to be paid by Tenant will be calculated by the Landlord in good faith to spread all of such expenses among the tenants benefited by such expenses as determined by Landlord and may be based on a ratio of the area of the premises to the total leasable area of the Center benefited by the maintenance.

XIX. RULES, LAWS, ORDINANCES AND GENERAL CONDITIONS

Tenant agrees to promptly comply with all laws, ordinances, orders, and regulations affecting the premises and the cleanliness, safety and operation and use thereof. Tenant also agrees to comply with the recommendations of Landlord's insurance company with respect to the premises.

Tenant agrees not to:

- (a) permit any unlawful or immoral practice to be carried on or committed on the premises;
- (b) make any use of or allow the premises to be used for any purpose that might invalidate or increase the rate of insurance thereof;
- (c) keep or use or permit to be kept or used on said premises any inflammable fluids or explosives without the written permission of the Landlord first had and obtained;
- (d) use the premises for any purpose whatsoever which might create a nuisance or injure the reputation of the Center;

- (e) deface or injure the building or premises;
- (f) overload the floor;
- (g) commit or suffer any waste; or
- (h) use or dispose of any toxic chemicals, substances or materials except as in accord with local, state or federal law as now enacted or as subsequently amended on or from the premises.

Tenant agrees to pay as additional rent any increase in the cost of insurance on the premises to Landlord as a result of any unauthorized use of the premises by Tenant, but such payment shall not constitute in any manner a waiver by Landlord of its right to enforce all of the covenants and provisions of this lease.

Tenants agrees to keep the premises open and operate the business conducted therein for at least minimum hours as set by the Landlord. Tenant may keep the premises open beyond such hours. Tenant shall not be required to operate the premises in violation of the Liquor Control Laws for the City of Lincoln and State of Nebraska. Tenant will not cease operation at said premises without the express written consent of the Landlord, unless prevented from doing business therein by reason of applicable ordinances or other acts of governmental authorities, or by acts of God or conditions beyond the control of Tenant. Tenant agrees to conduct Tenant's business at all times in a clean, first-class, high-grade manner, consistent with reputable business standards and practices and in accordance with the liquor laws and rules. Tenant further agrees to keep the store adequately stocked with new merchandise in first class condition. Tenant also agrees to list such premises in any phone directory listing or yellow page listing. If, through no fault of Tenant, the non-renewal of Tenant's liquor license for cause other than a cause arising from the Tenant's failure to continue the liquor license, or arising from the use or operation of the premises, shall be just cause for termination of the tenancy herein. The burden shall be on the Tenant to show exculpatory cause under this provision.

If there is an association of the businesses (merchants association) in the Center, Tenant agrees to maintain membership in such association and to pay all reasonable annual dues and assessments required by such association, and in addition, to participate in any reasonable joint planning, promotion, advertising which said association may do.

Landlord may create, amend, modify, add or delete reasonable rules and regulations for the use and care of the premises, the building of which the premises are a part, the common use areas and the Center. Tenant agrees to comply and cause its employees and agents to comply with all such rules and regulations upon notice to Tenant from Landlord of such rules or upon the posting of same in such place within the Center as Landlord may designate. Failure of Tenant to cure any violation of rules and regulations by Tenant, its employees or agents, within 24 hours after receipt of written notice, or such other time as provided in the notice, shall constitute a default under this lease. Tenant shall be excused from any rules established for the premises, compliance with which would violate any rules, regulations or laws of

the Liquor Commission.

For the enforcement of such rules, Landlord shall have all remedies in this lease provided for breach of the provisions hereof.

XX. SIGNS

Tenant shall not place on any exterior door, wall or window of the premises any sign or advertising matter without first obtaining Landlord's written approval and consent. Tenant agrees to maintain such signs or advertising matter as approved by Landlord in good condition and repair. All signs shall comply with applicable ordinance or other governmental restrictions and the determination of such requirements and the prompt compliance therewith shall be the responsibility of the Tenant. Landlord may in its absolute discretion set reasonable rules regarding signs supplementing this provision but any such rules shall be uniformly applied to all tenants of the Center. Such rules may require the relocation or replacement of tenant's sign, the cost of which, up to the equivalent of three month's rent, shall be borne by Tenant.

XXI. UNPERFORMED COVENANTS OF TENANT

In the event Tenant shall fail to comply with and perform any of the covenants, conditions or agreements herein contained on the Tenant's part to be performed, Landlord shall have the right (but not be obligated) to perform any such covenants, conditions or agreements, and the Tenant agrees to pay to the Landlord on demand, as additional rent hereunder, a sum equal to the amount expended by the Landlord in the performance of such covenants, conditions or agreements. In the event Landlord shall perform any such covenants' conditions or agreements, Tenant agrees that the Landlord, its agents or employees, may enter the premises and that such entry and such performance shall not constitute an eviction of Tenant, in whole or in part, nor relieve Tenant from the continued performance of all covenants, conditions and agreements of this lease, and further agrees that Landlord shall not be liable for any claims for loss or damage to Tenant or anyone claiming through or under Tenant. Provided, however, Landlord shall not perform any acts under this paragraph unless first having given Tenant Notice of Non-Compliance and five (5) days in which to cure the defect or default or commence to cure and so long as Tenant is diligently proceeding to cure.

XXII. ALTERATIONS

Tenant shall not attach any fixtures or articles to any portion of the premises, nor shall Tenant make any alterations, additions, improvements or changes whatever in the premises without in each instance first obtaining the prior written consent of Landlord. All alterations, additions, improvements and changes shall become upon completion the property of the Landlord.

XXIII. LIENS

Tenant agrees to promptly pay for any work done or material furnished in or about the premises and will not permit or suffer any lien to attach to the premises and shall promptly cause any such lien or claim therefor to be released; provided however, that in the event Tenant contests any such claim, Tenant agrees to indemnify and secure Landlord to its satisfaction. With regard to any improvements to the premises, Tenant is neither the contractor nor agent of Landlord unless such relationship is specifically set forth in writing. Consent for alterations as otherwise required hereby shall not create such relationship.

XXIV. SUBORDINATION

Landlord reserves the right to subordinate this lease at all times to the lien of any mortgage, mortgages, trust deed or trust deeds now or hereafter placed upon the premises. Tenant covenants and agrees to execute and deliver upon demand such further instruments subordination this lease to the lien of any such mortgage, mortgages, trust deed or trust deeds as shall be desired by Landlord or any mortgagees or proposed mortgagees or trustees under trust deeds and hereby irrevocably appoints Landlord the attorney in fact of Tenant to execute and deliver any such instrument or instruments for and in the name of Tenant. Provided, however, so long as the Tenant is not in default and is performing its obligations for the person or persons entitled thereto, such mortgagee shall not disturb the Tenant.

XXV. EMINENT DOMAIN

If the premises or any part thereof shall be taken under eminent domain proceedings, the Landlord may, at Landlord's option, terminate this lease as of the date when possession is taken. All damages awarded for such taking shall belong to and be the property of Landlord. Any damages awarded due to loss to the Tenant shall be the Tenant's. The Tenant shall have no claim against the Landlord by reason of such taking or termination and shall not have any claim or right to any portion of the amount that may be awarded or paid to Landlord as a result of such taking except where such award shall provide for moving or other reimbursable expenses for the Tenant under applicable statute, in which event the latter sum shall be received by Tenant.

In any event, the entire compensation awarded in or by reason of said eminent domain proceedings shall belong to Landlord without deduction therefrom for any present or future estate or interest of Tenant with the exception Tenant's award as set forth in the previous paragraph and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation together with any and all rights, estate and interest of Tenant now existing or hereafter arising in and to the same or any part thereof.

XXVI. DEFAULT

The following are events of default:

- (a) Failure to pay any rent, additional rent, or any other sum required hereby when due;
- (b) Breach of any non-monetary obligation of Tenant under the lease;
- (c) Vacancy or abandonment of the premises unless liquor license is not renewed due to no fault of the Tenant
- (d) Discontinuance of Tenant's business unless liquor license revoked due to no fault of Tenant;
- (e) Transfer of lease by operation of law to any other person; and
- (f) Insolvency or bankruptcy of debtor (subject to the bankruptcy clause herein).

Five days after monetary default and fifteen days after non-monetary default, Landlord may, with written notice of default or otherwise:

- (a) All sums remaining due under the lease are still an obligation of the tenant; and/or
- (b) Terminate such lease; and/or
- (c) Pursue any remedy at law or in equity to include suit for possession of the premises.

Except as provided in article XXVII, the lease shall not be deemed terminated unless Landlord gives written notice to Tenant of election to terminate. Regardless of whether the lease has been terminated, Landlord shall have and is hereby expressly given the right to reenter said premises upon default with or without legal process without notice, to remove the personal property, effects, or signs of Tenant or other occupants of the premises and, if the Landlord so desires, to relet the premises or any part thereof upon such terms, and to such person or persons and for such period or periods as Landlord desires in its absolute discretion, and in case of such reletting, the Tenant shall be liable to the Landlord for the difference between the amount due under the lease and the amounts realized by the landlord by such reletting after deduction of the rent received by the Landlord from such reletting and the expenses of recovering possession, reletting, altering and repairing the premises and collecting rent therefrom. However, Landlord shall have no duty to relet the premises.

Any sum not paid when due shall bear interest at 18% per annum from the date due.

Tenant shall pay all costs of the Landlord in collecting rent, additional rent, or in enforcing the obligations of this lease, including attorney fees. Damages upon breach shall include all rent or additional rent due Landlord for the remaining term, reasonable costs of restoring, renovating or improving the premises for a substitute tenant, all at the discretion of Landlord reasonably applied, and any and all other damages allowed by law. The acceptance of a tenant by Landlord in place of Tenant shall constitute only satisfaction pro tanto of the obligations of Tenant.

The service of a three day notice, demand for possession, notice that the tenancy hereby created will be termi-

nated on the date therein named, institution of an action of forcible detainer or ejectment or the entering of a judgment for possession in such action, or any other act or acts resulting in the termination of Tenant's rights to possession of the premises shall not relieve Tenant from Tenant's obligation to pay the rent or additional rent hereunder during the balance of the term or any extension thereof, except as herein expressly provided. The Landlord may collect and receive any rent hereunder during the balance of the term or any extension thereof, except as herein expressly provided. The Landlord may collect and receive any rent due from Tenant, and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change, modify or alter the rights or remedies which Landlord has in equity or at law or by virtue of this lease.

Any other act which infers recognition of the tenancy shall not operate as a waiver of Landlord's right to terminate this lease, or constitute any extension thereof, or operate as an extension of this lease, or preclude Landlord from the enforcement of any of the covenants or agreements in this lease.

XXVII. BANKRUPTCY OR INSOLVENCY

This lease is a commercial shopping center lease with regard to interpretation under Title 11 of the United States Code. Upon entry of an order for relief of the Tenant under any chapter of Title 11 the trustee or debtor in possession shall have 60 days to assume the lease by giving Landlord notice of assumption together with cure of all defaults or adequate assurance of such cure, and adequate assurance of future performances defined herein, otherwise this lease shall be deemed rejected. If deemed rejected debtor, trustee, or debtor in possession shall peaceably quit the premises as upon termination. Upon rejection, Landlord shall retain the right to claim in such proceeding all damages occasioned by Tenant's default or lease termination to the maximum allowed by the Bankruptcy Code.

Adequate assurance of future performance shall be:

1. Maintaining on deposit with Landlord an amount equivalent to three months base rent plus one-half the estimated additional rent for the current lease year as security for the timely payment of the obligations of the lease;
2. Payment monthly of the base rent plus the estimated monthly additional rent; and
3. Performance of any non-monetary obligation of Tenant as if Tenant had not become subject to relief under Title 11 of the U.S. Code.

Debtor, trustee, or debtor in possession may not assign this lease unless Landlord is adequately assured that the assignee is capable of performing each and every term of this lease; that the assignee's intended use does not conflict with the use of any other lease within the Center; that the assignee's intended use compliments the other tenants of the Center in the absolute discretion of Landlord; and, that the

assignee agrees to be bound by each and every term of this lease.

Notwithstanding the foregoing, the Landlord's right to be compensated for damages in the bankruptcy proceeding shall remain.

XXVIII. LANDLORD'S LIEN ON PERSONAL PROPERTY

Tenant hereby grants and pledges to Landlord all of its inventory, equipment, trade fixtures, accounts and general intangibles to secure the performance of each and every obligation of this lease. Tenant agrees to execute a security agreement and financing statement in recordable form to perfect such lien at the time of execution of the lease or at any time thereafter upon request of the Landlord.

If the Tenant does not promptly remove its personal property from the premises whenever the Landlord shall become entitled to possession, Landlord may without notice remove any or all of such personal property and store the same all at the reasonable discretion of Landlord. The expenses of removal and storage shall be the Tenant's. The personal property of the Tenant shall be deemed abandoned if not removed within 10 days after termination of the lease for any reason or reentry by the Landlord. After such period Landlord may sell any of such personal property with the proceeds first used to pay cost of removal, storage or sale, second, against the debt of Tenant to Landlord, and the balance, if any, held by Landlord for the written demand of Tenant. If not demand is made within 90 days after reentry by the Landlord such balance shall be deemed abandoned to Landlord.

XXIX. SURRENDER OF PREMISES

Tenant, upon expiration or termination of this lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the premises, including the alterations, additions, improvements, changes and fixtures other than Tenant's movable trade fixtures, in broom clean condition and in good repair, except for acts of God and ordinary use and wear and tear and damage by fire, casualty or other accident occurring without Tenant's fault. Tenant agrees at Landlord's request to remove Tenant's trade fixtures upon any such expiration or termination and to repair all damage to the premises caused by such removal.

XXX. INDEMNIFICATION

Tenant agrees at all times to comply fully and in a timely manner with, and to cause all employees, agents, contractors, and subcontractors of Tenant and any other person occupying or present on the premises to so comply with, all applicable federal, state, and local laws, regulation, guidelines, codes, and other legal requirements relating to the generation, use, handling, storage, treatment, transport, and disposal of any hazardous materials now or hereafter located or present on the premises. Tenant agrees to indemnify and hold Landlord harmless from and against any and all

claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to attorney's fees and expenses), arising directly or indirectly, in whole or in part, out of any failure of Tenant, its employees, agents, contractors, subcontractors, or other such persons to comply with any of such laws, regulations, guidelines, codes, ordinances, or other legal requirements.

XXXI. WAIVER - NONE

The failure of the Landlord to insist upon a strict performance of any of the covenants or conditions of this lease or to exercise any right or option herein confirmed in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions, rights or options, but the same shall remain in full force and effect; and the doing by the Landlord which Landlord is not obligated to do hereunder shall not be deemed to impose any obligation upon the Landlord to do any such act or thing in the future or in any way change or alter any of the provisions of this lease.

The acceptance of rent or additional rent upon default or while a default is ongoing or any other accommodation shall not be deemed a waiver unless set forth in writing and signed by the waiving party.

XXXII. REMEDIES

All rights and remedies of Landlord herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforce concurrently and whenever and as often as Landlord shall deem desirable.

XXXIII. NOTICES

All notices to be given pursuant to this lease shall be addressed to Landlord, Hoppe-Hall, Inc., at P.O. Box 6035, Lincoln, Nebraska 68506, or to the Tenant herein named at 5555 South 48th Street, Lincoln, Nebraska 68506. Notice to Tenant shall be deemed to have been fully given when, if hand delivered to Tenant's premises in the Center and left with Tenant or an employee of Tenant, or when placed in the regular U.S. Mail, postage prepaid, addressed to the Tenant at 5555 South 48th Street, Lincoln, Nebraska, 68516, and a copy mailed to President, Meier's Cork and Bottle, 13 and South Streets, Lincoln, Nebraska, 68502.

XXXIV. ASSIGNMENT AND SUBLETTING

Varied and viable uses within the Center by Tenants is critical to the Center. This lease is for the purpose of allowing the specific tenant to operate a specific business in

the premises for the use specified above. Landlord specifically reserves to itself all rights to income derived from the leasing or subleasing of the real estate.

Therefore, Tenant shall not sublet the premises in whole or in part and shall not sell, assign, mortgage, pledge or in any manner transfer this lease or any interest therein without, in each case, the consent in writing of the Landlord first had and obtained nor permit any transfer of Tenant's interest by operation of law. For purposes of this article, the transfer of controlling interest in the Tenant shall be considered an assignment of the lease. Landlord will not unreasonably withhold consent.

No sublease or assignment shall operate to release Tenant from liability hereunder unless Tenant is expressly released by Landlord in a separate and distinct document. Upon subletting or assignment, Tenant and sublessee or assignee shall be jointly and severally liable for the obligations hereunder. Tenant agrees, upon execution of any sublease approved by Landlord, that Landlord is Tenant's agent for purposes of enforcement of covenants and collection of rents from sublessee under any such sublease.

XXXV. HOLDING OVER

Any holding over after the expiration of the term with the consent of Landlord shall be construed to be a tenancy from month to month at monthly rent and additional rent equal to one and one half times the rent and additional rent for the last month of the term and otherwise under all terms and conditions of this lease.

XXXV. MEMORANDUM OF LEASE

Upon request of Landlord or Tenant, the parties shall execute a Memorandum of Lease in recordable form.

XXXVII. GOVERNING LAW

The laws of the State of Nebraska shall govern the validity, performance and enforcement of this lease.

Tenant shall be given no preferential construction of any provision of this lease by virtue of the Landlord's drafting of the lease.

XXXVIII. SUCCESSORS AND ASSIGNS

All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, personal representatives, successors and assigns.

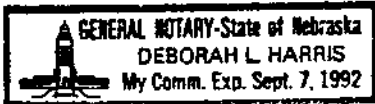
IN WITNESS WHEREOF, this lease has been signed on the
16 day of April, 1992.

HOPPE-HALL, INC., Landlord

By *John L. Hoppe*

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

The foregoing instrument was acknowledged before me on
the 16 day of April, 1992, by
John L. Hoppe of Hoppe-Hall, Inc., a
corporation.



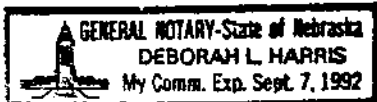
Deborah L. Harris
Notary Public

Meier's Cork N Bottle Lessee

By *Ken Meier*
It's president

STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

The foregoing instrument was acknowledged before me on
the 16 day of April, 1992, by Ken Meier,
President of Meier's Cork N Bottle, a Nebraska corporation.



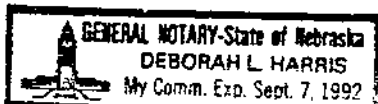
Deborah L. Harris
Notary Public

Ken Meier, Individually

Name *Ken Meier*

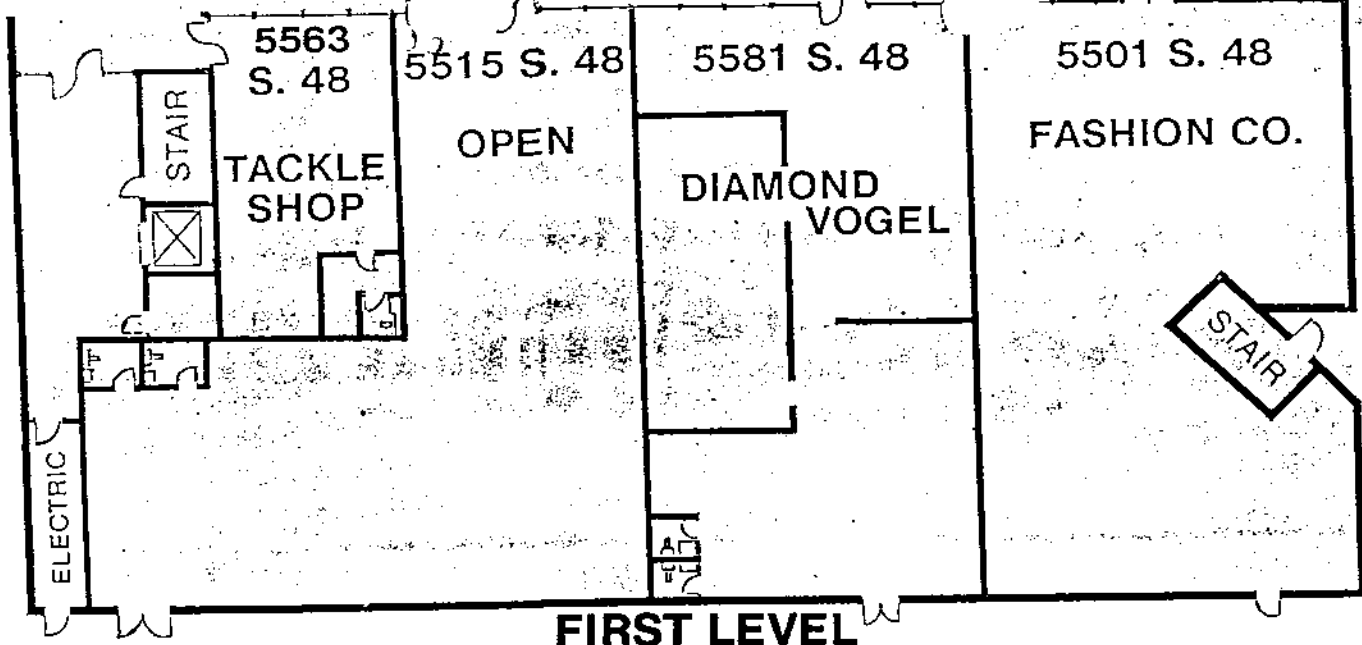
STATE OF NEBRASKA)
) ss.
LANCASTER COUNTY)

The foregoing instrument was acknowledged before me on
the 16 day of April, 1992, by Ken Meier, indi-
vidually.



Deborah L. Harris
Notary Public

FILE: MEIERS



FIRST LEVEL

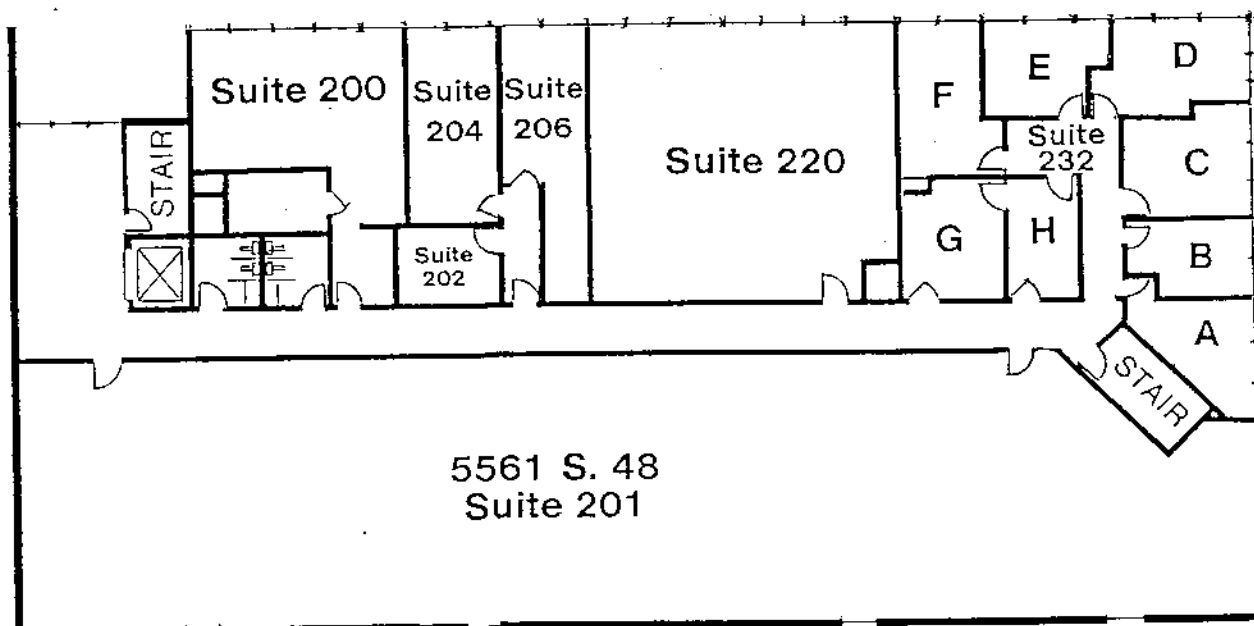
FIRST LEVEL

5515 S. 48	3350 sq. ft.
5563 S. 48	Tackle Shop
5581 S. 48	Diamond Vogel
5501 S. 48	Fashion Co.

SECOND LEVEL

Suite 200	962 sq. ft. (½ available)
Suite 201	Cooperative Services
Suite 202	140 sq. ft.
Suite 204	294 sq. ft.
Suite 206	326 sq. ft.
Suite 220	Cooperative Services
Suite 232 A	150 sq. ft.

Suite 232 A	150 sq. ft.
Suite 232 B	142 sq. ft.
Suite 232 C	201 sq. ft.
Suite 232 D	211 sq. ft.
Suite 232 E	300 sq. ft.
Suite 232 F	234 sq. ft.
Suite 232 G	214 sq. ft.
Suite 232 H	204 sq. ft.



SECOND LEVEL

INTERIOR UTILITIES - OLD HOPPE LUMBER STORE

Gas:		
Vacant	12,310	49.7%
Meier's	5,930	24.0%
Suite A	1,620	6.6%
Suite B	1,100	4.5%
Suite C	1,170	4.7%
Suite D	672	2.7%
Suite E	1,316	5.3%
Suite F	615	2.5%
	-----	-----
	24,733	100.0%

Electric:		
Vacant	12,310	56.0%
Meier's	5,930	27.0%
Suite B	1,100	5.1%
Suite D	672	3.0%
Suite E	1,316	6.0%
Suite F	615	2.9%
	-----	-----
	21,943	100.0%

Suite's A & C pay their own electric bills.
 Revised 4-13-92, PERCNT3

HOPPE-HALL, INC.
Calculation of Square Footage
and Percentages for
Operating Charges

<u>TENANT</u>	<u>LOT MAINTENANCE</u>		<u>REFUSE</u>	
Group 1:				
Vacant	12,310	23.8%	0	.0%
Meier's	5,930	11.5%	0	.0%
The Wedding Place	1,620	3.1%	1,620	6.0%
Lee's	1,715	3.3%	1,715	6.4%
Aloha	1,170	2.2%	1,170	4.4%
Sardi's	672	1.3%	672	2.5%
Fayad	1,316	2.5%	1,316	4.9%
Group 2:				
Tackle Shop	880	1.7%	880	3.3%
Superior Pool	3,350	6.4%	3,350	12.5%
Excel Computer	2,960	6.2%	2,960	11.0%
Fashion Co.	3,200	6.2%	3,200	11.9%
Group 3:				
Suite 200	962	1.9%	962	3.6%
Suite 202	140	.3%	140	.5%
Heartland	294	.6%	294	1.1%
Suite 206	326	.6%	326	1.2%
-Coop	6,660	12.9%	6,660	24.8%
Capital Group (Ste's A-D)	704	1.3%	704	2.6%
Suite 232 E	200	.3%	200	.8%
Suite 232 F	234	.4%	234	.9%
Suite 232 G	214	.4%	214	.8%
Suite 232 H	204	.4%	204	.8%
Bonanza	4,752	9.2%	0	.0%
NBC	1,800	3.5%	0	.0%

	51,613	100.0%	26,821	100.0%

1. Parking Lot Maintenance: Total rental space including Bonanza and NBC. (All 3 Groups + Bonanza + NBC) 51,613 Sq. Ft.

2. Refuse: Total rental space excluding Baker Hardware who pays for their own service. (All 3 Groups - Baker Hardware). 26,821 Sq. Ft.

Note: Prorations are based on current rental information and may be subject to change without notice. All square footage is approximate.

Revised 4-13-92, PERCNT2

HOPPE-HALL, INC.
Calculation of Square Footage
and Percentages for
Operating Charges

<u>TENANT</u>	<u>UTILITIES</u>		<u>BUILDING MAINTENANCE, TAXES & INSURANCE</u> - water ✓	
Group 1:				
Vacant	0	.0%	12,310	27.3%
Meier's	0	.0%	5,930	13.2%
The Wedding Place	0	.0%	1,620	3.6%
Lee's	0	.0%	1,715	3.8%
Aloha	0	.0%	1,170	2.6%
Sardi's	0	.0%	672	1.5%
Fayad	0	.0%	1,316	3.0%
Group 2:				
Tackle Shop	880	4.3%	880	2.0%
Superior Pool	3,350	16.5%	3,350	7.4%
Excel Computer	2,960	14.6%	2,960	6.6%
Fashion Co.	3,200	15.7%	3,200	7.1%
Group 3:				
Suite 200	962	4.7%	962	2.1%
Suite 202	140	.7%	140	.3%
Heartland	294	1.4%	294	.6%
Suite 206	326	1.6%	326	.7%
Coop	6,660	32.8%	6,660	14.8%
Capital Group (Ste's A-D)	704	3.5%	704	1.6%
Suite 232 E	200	1.0%	200	.4%
Suite 232 F	234	1.2%	234	.5%
Suite 232 G	214	1.0%	214	.5%
Suite 232 H	204	1.0%	204	.4%
Bonanza	0	.0%	0	.0%
NBC	0	.0%	0	.0%

	20,328	100.0%	45,061	100.0%

1. Utilities: Total rental space excluding Old Hoppe Lumber Store. (Group 2 + 3) 20,328 Sq. Ft.

2. Building Maintenance: Total rental space including Old Hoppe Lumber Store. (All 3 Groups) 45,061 Sq. Ft.

Note: Prorations are based on current rental information and may be subject to change without notice. All square footage is approximate.

Revised 4-13-1992, PERCENTS



Union Bank And Trust Company
Lincoln Branch
3643 South 48th St
Lincoln, NE 68506
(402) 488-0941 "LENDER"

BORROWER Robert G Furman Nancy C Furman	
ADDRESS 1240 Linwood Lane Lincoln, NE 68505 TELEPHONE NO. (402) 488-1972	
IDENTIFICATION NO. [REDACTED]	

RECEIVED
JUN 19 2001
COMMERCIAL
FIXED RATE
PROMISSORY
NOTE
NEBRASKA LIQUOR
CONTROL COMMISSION

OFFICER IDENTIFICATION	INTEREST RATE	PRINCIPAL AMOUNT	FUNDING DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
SG	7.750 %	\$70,000.00	05/18/01	05/15/06	238 SG/PD/js	[REDACTED]

Business Startup

PROMISE TO PAY: For value received, Borrower promises to pay to the order of Lender the principal amount of Seventy Thousand and no/100 Dollars (\$ 70,000.00) plus interest on the unpaid principal balance at the rate and in the manner described below, until all amounts owing under this Note are paid in full. All amounts received by Lender shall be applied first to accrued, unpaid interest, then to unpaid principal, and then to any late charges and expenses, or in any other order as determined by Lender, in Lender's sole discretion, as permitted by law.

INTEREST RATE: Interest shall be computed on the basis of the actual number of days over 360 days per year. Interest on this Note shall be calculated and payable at the fixed rate of 7.750 % per annum.

DEFAULT RATE: If there is an Event of Default under this Note, the Lender may, in its discretion, increase the interest rate on this Note to: nineteen percent (19.00%) per annum

or the maximum interest rate Lender is permitted to charge by law, whichever is less.

PAYMENT SCHEDULE: Borrower shall pay the principal and interest according to the following schedule:

59 payments of \$843.81 beginning June 15, 2001 and continuing at monthly time intervals thereafter. A final payment of the unpaid principal balance plus accrued interest is due and payable on May 15, 2006.

PREPAYMENT: This Note may be prepaid in part or in full on or before its maturity date. If this Note contains more than one installment, any partial prepayment will not affect the due date or the amount of any subsequent installment, unless agreed to, in writing, by Borrower and Lender. If this Note is prepaid in full, there will be: ☒ No minimum finance charge or prepayment penalty. ☐ A minimum finance charge of \$ _____. ☐ A prepayment penalty of:

LATE CHARGE: If a payment is received more than 15 days late, Borrower will be charged a late charge of: ☐ _____ % of the unpaid payment; ☒ \$ 10.00 or 5.00 % of the unpaid payment, whichever is ☐ greater ☒ less.

SECURITY: To secure the payment and performance of obligations incurred under this Note, Borrower grants Lender a security interest in all of Borrower's right, title, and interest in all monies, instruments, savings, checking and other accounts of Borrower (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Lender's custody or control. ☒ If checked, the obligations under this Note are also secured by the collateral described in any security instrument(s) executed in connection with this Note, and any collateral described in any other security instrument(s) securing this Note or all of Borrower's obligations.

DOT 1240 Linwood Lane, Lincoln, NE 68505

RENEWAL: ☐ If checked, this Note is a renewal, but not a satisfaction, of Loan Number _____

THE PERSONS SIGNING BELOW ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS OF THIS NOTE, INCLUDING THE PROVISIONS ON THE REVERSE SIDE, AND FURTHER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE.

Dated: May 18, 2001

BORROWER: Robert G Furman

BORROWER: Nancy C Furman

Robert G Furman

Nancy C Furman



Union Bank And Trust Company
Lincoln Branch
3643 South 48th St
Lincoln, NE 68506
(402) 488-0941 "LENDER"

BORROWER
Robert G Furman
Nancy C Furman

ADDRESS
1240 Linwood Lane
Lincoln, NE 68505
TELEPHONE NO.
(402) 488-1972

IDENTIFICATION NO.

DISBURSEMENT INSTRUCTIONS

OFFICER IDENTIFICATION	INTEREST RATE	PRINCIPAL AMOUNT/CREDIT LIMIT	FUNDING DATE/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
SG	7.750 %	\$70,000.00	05/18/01	05/15/06	238 SG/PD/js	

Borrower has borrowed money from Lender indicated above pursuant to a Promissory Note/Credit Agreement dated May 18, 2001 and Borrower instructs Lender to disburse the proceeds in the following manner:

AMOUNT DISBURSED TO BORROWER :

AMOUNT DRAWN TO PAY OR CREDIT TO BORROWER'S ACCOUNTS WITH LENDER:

ACCOUNT NUMBER CREDITED:

ACCOUNT NUMBER CREDITED:

ACCOUNT NUMBER CREDITED:

ACCOUNT NUMBER CREDITED:

ACCOUNT NUMBER CREDITED:

\$ 70,000.00

\$

AMOUNT OF LOAN PROCEEDS PAID TO OTHERS ON THE BORROWER'S BEHALF:

PAYEE:

PAYEE:

PAYEE:

PAYEE:

PAYEE:

PAYEE:

PAYEE:

PAYEE:

PAYEE:

PAYEE:

\$

AMOUNT PAID TO PUBLIC OFFICIALS:

AMOUNT PAID TO INSURANCE COMPANIES:

AMOUNT PAID TO APPRAISERS: Appraiser

AMOUNT PAID TO CREDIT REPORTING AGENCIES: Credit Report Agency

TITLE EXAMINATION:

SETTLEMENT/CLOSING FEE:

TITLE INSURANCE BINDER:

ATTORNEY:

DOCUMENT PREPARATION FEE:

NOTARY:

SURVEYOR:

PEST INSPECTOR:

ABSTRACT/TITLE SEARCH:

TITLE INSURER:

CITY/COUNTY TAX DEED/MORTGAGE:

STATE TAX DEED/MORTGAGE:

HAZARD INSURANCE PREMIUM: Auto Ins Cntr P.O.C.

FLOOD INSURANCE PREMIUM: Flood Insurance

PAID IN CASH

\$ 31.00

ADDED TO LOAN AMOUNT

\$

535.00

25.00

\$ 591.00

\$

n/a

TOTAL FEES PAID IN CASH:

TOTAL FEES FINANCED WITH LOAN:

Lender shall have no liability for (i) disbursements pursuant to the above directions; (ii) failure or delay to make such disbursement which is not the result of Lender's gross negligence or willful misconduct; and, (iii) in any event for special, indirect, consequential, incidental or punitive damages.

Dated: May 18, 2001

BORROWER: Robert G Furman

BORROWER: Nancy C Furman

Robert G Furman

Nancy C Furman



1000224290

Pgs 2

THE BLUE CACTUS, INC
Filed 06/14/2001 03:33 PM

ARTICLES OF INCORPORATION
OF
The Blue Cactus, Inc.

RECEIVED

JUN 19 2001

WE, THE UNDERSIGNED, natural persons of legal age, acting as incorporators of a corporation under the laws of the State of Nebraska Business Corporation Act, adopt the following articles of incorporation for such corporation.

- FIRST:** The name of the corporation is The Blue Cactus, Inc.
- SECOND:** The period of its duration is perpetual.
- THIRD:** The purpose(s) for which the corporation is organized are to transact any or all lawful business for which corporations may be incorporated under sections 21-2001 to 21-20,134; of the Business Corporation Act.
- FOURTH:** The aggregate number of shares which the corporation shall have authority to issue is 10,000 common class no series with a par value of \$1.00 each.
- FIFTH:** The corporation will not commence business until at least ONE HUNDRED DOLLARS (\$100.00) have been received by it as consideration for the issuance of shares.
- SIXTH:** Cumulative voting of shares of stock is not authorized.
- SEVENTH:** Provisions limiting or denying to shareholders the preemptive right to acquire additional or treasury shares of the corporation are: NONE.
- EIGHTH:** Provisions for the regulation of the internal affairs of the corporation are: consistent with the laws and will be set forth in the Bylaws, which shall be adopted by a majority of the directors.
- NINTH:** The address of the initial registered office of the corporation is 1240 N. Linwood, Lincoln, NE. 68505 and the name of its initial registered agent at such address is Robert Furman.
- TENTH:** Address of the principal place of business is 5555 S 48th, Briarhurst Center, Lincoln, NE. 68516.

ELEVENTH: The number of directors constituting the initial board of directors of the corporation is one (1) and the name and address of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

NAME
Robert Furman

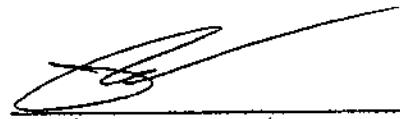
ADDRESS
1240 Linwood
Lincoln, NE. 68505

The name and address of each incorporator is:

NAME
Robert F. Cruise

ADDRESS
2812 19th Street
Columbus, NE. 68601

In witness whereof, the incorporator(s) have hereunto set their hands this 13th day of June, 2001.



Robert F. Cruise